

## REMARKS

Claims 25-27 and 30-33 remain pending in the instant application. Claims 25-27 and 30-32 presently stand rejected. Claims 25 and 27 are amended herein. Claims 21-24, 28, and 29 are hereby cancelled without prejudice. Claim 33 is newly presented. Entry of this amendment and reconsideration of the pending claims are respectfully requested.

### *Claim Rejections – 35 U.S.C. § 102*

Claims 21, 22 and 24 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Forin et al. (US 6,594,701).

These rejections are now moot, since claims 21-24 are hereby cancelled without prejudice.

Claims 25 and 26 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Barkey et al. (US 5,825,748).

A claim is anticipated only if each and every element of the claim is found in a single reference. M.P.E.P § 2131 (citing *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628 (Fed. Cir. 1987)). “The identical invention must be shown in as complete detail as is contained in the claim.” M.P.E.P. § 2131 (citing *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226 (Fed. Cir. 1989)).

Amended independent claim 25 now recites, in pertinent part,

receiving credits at a first device transferred from a second device over a channel-based switching fabric;

storing the credits in a credit register, a number of available credits in the credit register indicating to the first device a number of receive buffers available in the second device, **wherein the credits are transferred across the channel-based switching fabric under control of the second device using a remote direct memory access (RDMA) write operation into the credit register;**

Applicants respectfully submit that Barkey fails to disclose transferring credits across a channel-based switching fabric using a RDMA write operation into a credit register.

To be sure, Barkey discloses

At the time the communication link is established or initialized, sender 12 is allocated a number of credits, n, which are stored in an available credit counter (ACC) 30. Each credit represents permission to transmit one segment

of data over data link 16. Credit link 18 is used by receiver 14 as described herein below to provide sender 12 with additional credits. These additional credits flow through control logic 32 to available credit counter 30. Because the credit link is separate from the data link, transfer of credits from receiver 14 to sender 12 has no affect on data bandwidth. Sender 12 increments ACC 30 upon receipt of a credit from receiver 14 and decrements ACC 30 when a data segment (D) is placed on data link 16 for transmission to the receiver.

*Barkey*, col. 4, lines 27-39. Accordingly, this portion of Barkey discloses that credits are transferred from receiver 14 to sender 12 over credit link 18. However, the credits are provided to control logic 32, which uses the credits to increment available credit count (ACC) 30. Therefore, Barkey fails to disclose receiver 14 performing a RDMA write operation to place the credits directly into a credit register within sender 12. As such, Barkey fails to teach or suggest transferring credits across a channel-based switching fabric using a RDMA write operation into a credit register.

Consequently, Barkey fails to disclose each and every element of claim 25, as required under M.P.E.P. § 2131. Accordingly, withdrawal of the instant §102 rejection of claim 25 is requested.

The dependent claims are novel over the prior art of record for at least the same reasons as discussed above in connection with their respective independent claims, in addition to adding further limitations of their own. Accordingly, Applicant respectfully requests that the instant § 102 rejections of the dependent claims be withdrawn.

#### *Claim Rejections – 35 U.S.C. § 103*

Claim 23 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Forin in view of Ward (US 6,549,540).

Claims 27-32 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Barkey in view of Forin.

“To establish prima facie obviousness of a claimed invention, all the claim limitations must be taught or suggested by the prior art. All words in a claim must be considered in judging the patentability of that claim against the prior art.” M.P.E.P. § 2143.03.

The dependent claims are nonobvious over the prior art of record for at least the same reasons as discussed above in connection with their respective independent claims,

in addition to adding further limitations of their own. Accordingly, Applicant respectfully requests that the instant § 103 rejections of the dependent claims be withdrawn.

### CONCLUSION

In view of the foregoing amendments and remarks, it is believed that the applicable rejections have been overcome and all claims remaining in the application are presently in condition for allowance. Accordingly, favorable consideration and a Notice of Allowance are earnestly solicited. The Examiner is invited to telephone the undersigned representative at (206) 292-8600 if the Examiner believes that an interview might be useful for any reason.

### CHARGE DEPOSIT ACCOUNT

It is not believed that extensions of time are required beyond those that may otherwise be provided for in documents accompanying this paper. However, if additional extensions of time are necessary to prevent abandonment of this application, then such extensions of time are hereby petitioned under 37 C.F.R. § 1.136(a). Any fees required therefore are hereby authorized to be charged to Deposit Account No. 02-2666. Please credit any overpayment to the same deposit account.

Respectfully submitted,

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Date: Oct. 3, 2007